## AMENDMENT TO EMPLOYMENT AGREEMENT

This is an Amendment (the "Amendment") to the Employment Agreement between **THE UNIVERSITY OF TENNESSEE**, on behalf of its Knoxville campus and its athletics department (collectively, the "University"), and **LEVORN HARBIN** ("Coach"), entered in to on August 1, 2024. In consideration of the covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. Article I, Section 1.2 of the Employment Agreement is hereby amended by deleting the date of "January 31, 2026" and inserting instead the date of "January 31, 2027."
- 2. Article II, Section 2.1 of the Employment Agreement is hereby amended by deleting the current language in its entirety and substituting the following language:
  - Section 2.1. Base Pay. As payment and consideration for the services to be performed by Coach under this Agreement, the University agrees to pay Coach an annualized salary ("Base Pay") in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) for February 1, 2025 through January 31, 2026; and Three Hundred Seventy-Five Thousand Dollars (\$375,000) for February 1, 2026 through January 31, 2027. The University shall pay the Base Pay to Coach in equal monthly installments in accordance with the University's customary monthly payroll procedures, with partial years or months prorated. The Base Pay shall not be increased in accordance with the terms of any across the board or merit salary increase authorized or mandated for University employees by the State of Tennessee or the University. The Base Pay is subject to the same furlough and temporary salary reduction measures that may be imposed from time-to-time by the University, UTK, or UTK's Athletics Department on its exempt employees.
- 3. Article II, Section 2.3.1 of the Employment Agreement is hereby amended by deleting the current language in its entirety and substituting the following language:

**Section 2.3.1.** A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):

- (a) Appearing in a bowl game 8.33%
- (b) Appearing in a CFP First Round game 12%
- (c) Appearing in a CFP Quarterfinal Game 14%
- (d) Appearing in a CFP Semifinal Game 16%
- 4. Terms not defined herein shall have the same meaning as set forth in the Agreement. Except as revised by this Amendment, the Employment Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates indicated below.

## THE UNIVERSITY OF TENNESSEE

 $\mathbf{B}_{\mathbf{y}}$ :

Danny White

Dr. Daniel J. White
Vice Chancellor and Director of Athletics
The University of Tennessee, Knoxville

2/18/2025 | 12:26:18 PST

Date

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Donde Plowman E5806E72BC1744E...

Dr. Donde Plowman, Chancellor The University of Tennessee, Knoxville

2/19/2025 | 06:05:38 MST

**Date** 

**LEVORN HARBIN** 

Signed by:

LWOM Harbin

DBE7E199C/E546E

DBE2F199C7E546F... Levorn Harbin

2/18/2025 | 05:54:28 PST

Date